



## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II  
26 FEDERAL PLAZA  
NEW YORK, NEW YORK 10278

**22 JUL 1982****CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Filcrest Realty, Inc.  
1703 East Second Street  
Scotch Plains, New Jersey 07076

Re: Remedial Actions of Filcrest Realty, Inc.  
at Kin-Buc Landfill Site, Edison, New Jersey

Gentlemen:

I am writing you concerning the progress which has been made during the last six months between Filcrest Realty, Inc. and EPA Region II's Hazardous Waste Site Branch as a result of a December 29, 1981 Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) demand letter to Filcrest Realty, Inc. from the United States Attorney for the District of New Jersey, informing Filcrest Realty, Inc. of EPA's determination that a release of hazardous substance existed at the Kin-Buc Landfill and that Filcrest Realty, Inc. was a potentially responsible party under CERCLA. That letter set forth with specificity certain minimum elements of a remedial plan which Filcrest Realty, Inc. could submit to EPA within 45 days of receipt of that letter in the event it chose to exercise the option of taking appropriate remedial action at the site in lieu of such action by the EPA. Our records indicate that Filcrest Realty, Inc. has failed to address the concerns of the December 29 notice letter.

During the course of the past six months, the leachate generation and discharge at the Landfill site has not ameliorated. Consequently, this is to inform Filcrest Realty, Inc. that as of July 7, 1982, EPA and the State of New Jersey have entered into a contract pursuant to CERCLA, 42 U.S.C. §§9604(a)(1), (c)(2), and (c)(3) (hereinafter, "the Contract"), to provide for initial remedial activities at the Kin-Buc Landfill, including a remedial action feasibility study, leachate treatability study, preparation of a conceptual design of remedial alternatives selected, and implementation of interim collection and treatment systems for leachate emanating from the Landfill, together with ancillary disposal of collected materials. A copy of the Contract is enclosed.

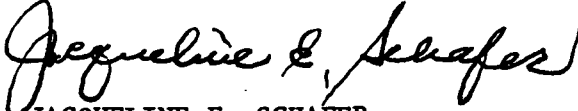
Because of the new allocation which will be used to fund work under the Contract, Filcrest Realty, Inc. will have the opportunity to declare its willingness to perform, either itself or through its own contractors, the various

measures contemplated by the terms of the Contract. Should Filcrest Realty, Inc., entirely at its own expense, desire to assume the role of EPA's present on-scene removal contractor and perform both the tasks currently being performed by that contractor (Appendix B, Item 4 of the Contract) as well as the tasks contemplated being performed by some contractor under the initial phase of the Contract (Appendix B, Items 1, 5, and 6 of the Contract), it should notify Mr. Henry Gluckstern at this office not later than 5 (FIVE) business days from the date of receipt of this letter. Following the expiration of said 5 days, EPA will consider that Filcrest Realty, Inc. has rejected this option, and EPA will then seek reimbursement from Filcrest Realty, Inc. for costs incurred in performing said tasks. The tasks contemplated by the work statement are set forth in Attachment B of the Contract.

This letter also places Filcrest Realty, Inc. on notice that it has 60 (SIXTY) days from July 7, 1982 to exercise the option of performing in full the tasks provided for in Appendix B, Items 2, 3, 7, and 8 of the Contract within the same time frameworks indicated in the Contract. Following the expiration of said 60 days, EPA will consider that Filcrest Realty, Inc. has rejected this option, and EPA will then seek reimbursement from Filcrest Realty, Inc. for costs incurred under the Contract. The tasks contemplated by the work statement are set forth in Attachment B of the Contract.

Should you wish to exercise the second option provided herein, please contact Mr. Gluckstern.

Sincerely yours,



JACQUELINE E. SCHAFER  
Regional Administrator

Enclosure

cc: (without enclosure)

Benjamin Weiner, Esq.  
Weiner & Hendler, P.C.  
303 George Street  
New Brunswick, New Jersey 08903